

Performance Work Statement (PWS)
For
Joint Program Executive Office for Chemical,
Biological, Radiological, and Nuclear Defense
(CBRND)
Professional Services Support (P2)



Rev. No.	Rev. Date	Description	Mod No.
01	24 JUN 21	PWS is updated the incorporate the following: 1. Change MSR due date to the 25 th of the month to coincide with Invoice Date.	03
02	13 July 2021 and 05 August 2021	PWS is updated the incorporate the following: 1. Section 3.2.4 (d) and 3.2.5.1.4 “Event Planning and Execution Availability” 2. Section 3.7.1 “Wearables” 3. Section 2.3.1 “Overtime”	04

1.0 Introduction

This Performance Work Statement (PWS) defines the professional services support required for the Joint Program Executive Office for Chemical, Biological, Radiological, Nuclear Defense (JPEO-CBRND) and all the Joint Project Management Offices (JPMOs), Joint Project Leads which report directly to the JPEO-CBRND. JPEO-CBRN manages a dynamic and diverse portfolio of critical warfighting capabilities that require cohesive and innovative total life cycle systems management approaches to rapidly respond to the needs of the Force balanced by affordable sustainment strategies. Due to the schedule-driven nature and criticality of solutions to the Warfighter, a cohesive strategy for rapid assessments, evaluation, fielding, New Equipment Training (NET), sustainment, and continuous product improvement activities are essential to the JPEO-CBD support strategy to its customers. This effort establishes the requirement to provide those professional services that will assist the JPEO-CBRND in its mission to manage our nation’s investments in chemical, biological, radiological, and nuclear (CBRN) defense.

1.1 Mission

JPEO-CBRND has a number of mission related obligations and emerging requirements to the National Command Authority, DoD, Joint Staff, as well as the United States Army, and its sister services to combat Weapons of Mass Destruction (WMD) and provide Chemical and Biological defense to the warfighter. JPEO CBRND must be prepared to inform, support, coordinate with and assist the United States Congress and DoD, as well as Interagency partners such as the Departments of State, Justice, Homeland Security, Health and Human Services, and the Office of the Director of National Intelligence. Requirements will require coordination, consultation and representation to our Nation’s Treaty and coalition partners as well as national and international academic institutions.

1.2 Scope/Objectives

The contractor, as an independent contractor and not as an agent of the Government nor representing any commercial vendor conducting business with JPEO CBRND, shall provide the necessary resources to perform the work outlined in this PWS. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform the work in

support of the JPEO CBRND in the areas of Fielding Support for CBRN Integrated Early Warning (CBRN IEW), Strategic Communications; Technical coordination activities; Enabling Biotechnologies (EB) Defense Biological Product Assurance Office (DBPAO) Support; Subject matter expertise in CBRND as defined in this PWS. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government

2.0 General Requirements/Information

2.1 Period of Performance

The period of performance shall be a twelve-month base year with four twelve month option years as follows:

- Base Year: 01 April 2021 – 31 March 2022
- Option Year 1: 01 April 2022 – 31 March 2023
- Option Year 2: 01 April 2023 – 31 March 2024
- Option Year 3: 01 April 2024 – 31 March 2025
- Option Year 4: 01 April 2025 – 31 March 2026

2.2 Recognized Holidays

The contractor is not required to perform services on the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2.3 Place of Performance

Performance accomplished in accordance with this PWS requires work, both on- and off-site, at contractor, subcontractor, and Government facilities in various CONUS and OCONUS support locations (mainly in the continental United States). The support locations required across the JPEO-CBD Enterprise are listed below; however; other support locations may be added based on future requiring office needs and/or other DoD and Federal organizations using the contract vehicle.

- Aberdeen Proving Ground - Edgewood Area (APG-EA), MD
- Washington, DC / National Capital Region / Pentagon

2.3.1 Overtime: In the event unforeseen circumstances arise that require the Contractor to work beyond the standard 40 hour week, approval is required. The Contractor shall request approval from the Contracting Officer for hours needed outside of the standard 40 hour week associated with Core Support (Labor) prior to any given pay period. Hours beyond the standard 40 hour week are not considered overtime and will be paid at the straight T&M rates associated with the respective labor CLIN.

2.4 Security Requirements

2.4.1 Security Clearance: Contract support personnel providing services under this Task Order may be required to receive, handle, and generate sensitive and/or classified information up to and including the TOP SECRET/Sensitive Compartmented Information (SCI) classification level. Access to sensitive and/or classified information requires a favorable security investigation resulting in an adjudication at or above the level required for each position, specified in this Task Order. Section 3, of this PWS, entitled

“Performance Requirements” lists the specific security requirements for each individual task. The security requirements are in accordance with the attached DD254. Level of safeguarding required is TOP SECRET. The Contractor’s employees performing work in support of this contract shall have been granted or be eligible to be granted a TOP SECRET or SECRET security clearance from the Defense Industrial Security Clearance Office as required to perform their assigned duties.

The Prime contractor holding a Task Order, and its employee(s), shall be responsible for coordinating with the Government sponsor to obtain the required Common Access Card(s) (CACs), security clearances, country clearances, visas, work permits, installation access, and other employee-specific security requirements as necessary to achieve the operational and support objectives specified within the Task Order contract. Access is provided on a need-to-know basis and with the appropriate clearance for access to a particular system.

2.4.2 DD Forms 254: Overarching security requirements and contractor access to classified information shall be specified in the DD Form 254 (Appendix A).

2.4.3 Security Clearances: All contractor personnel will require Personal Identification Verification (PIV) in accordance with the Homeland Security Presidential Directive (HSPD) 12. At the start of work, contract support personnel shall either possess an active clearance (e.g., Public Trust, SECRET security clearance, or TOP SECRET security clearance) at the appropriate level or submit an SF85 (i.e., Public Trust) or SF86 (i.e., National Security and Public Trust) investigation, as required. The investigation category is specified for each specific requirement by position.

For those contractors requiring a SECRET security clearance (i.e., SF86), a minimum of an interim SECRET security clearance will be permitted at the start of work, which will require personnel to complete all necessary preliminary checks as part of the suitability and security clearance process. Any contractor personnel who start work with an interim SECRET security clearance shall complete the investigation and be granted the full SECRET security clearance, and shall maintain the SECRET security clearance throughout the assignment period of performance.

Certain positions may require a TOP SECRET clearance to accomplish assigned tasks. In such cases, the Prime contractor shall also be required to possess a TOP SECRET facility clearance. The Prime contractor shall provide all information required to substantiate the clearance level of its contract support personnel, as well as any additional information requested by the JPEO- CBRND Security Office.

- a. Public Trust Investigation Process: (1) Government sponsor initiation and adjudication of a National Agency Check with Inquiries (NACI) or equivalent/higher level background investigation; (2) completion of a favorable fingerprint check with the Federal Bureau of Investigation; (3) submission of a CAC application to the Government Trusted Agent; and (4) verification and approval from the JPEO- CBRND Security Office.
- b. SECRET Security Clearance Investigation Process: (1) favorable adjudication of a Tier 3 or equivalent/higher level background investigation; (2) completion of a favorable fingerprint check with the Federal Bureau of Investigation (FBI); (3) submission of a CAC application to the Government Trusted Agent; and (4) verification and approval from the JPEO- CBRND Security Office.
- c. TOP SECRET Security Clearance Investigation Process: (1) favorable adjudication of a Tier 5 or equivalent/higher level background investigation; (2) completion of a favorable fingerprint check with the FBI; (3) submission of a CAC application to the Government Trusted Agent; and (4) verification and approval from the JPEO-CBRND Security Office.

2.4.4 PIV Compliance: The contractor shall ensure that its workforce complies with all PIV requirements. For individuals working for DoD, the PIV credential is the CAC. Contract personnel will be required to obtain a CAC prior to start of work as prescribed in accordance with the policies and procedures implementing the HSPD-12. As such, the investigative and adjudicative requirements that

must be completed prior to issuing of a CAC will vary depending upon the level required by requirement and position specifications.

Contractor personnel shall wear badges and/or CACs at all times, identifying them as contractor personnel. Badges shall be worn above the waist and include a picture of the employee.

Contract support personnel shall identify themselves as contractors in meetings, to include face- to-face and virtual/electronic encounters. In addition, the contractor workforce shall ensure that their identity is clear within the signature block on all e-mail correspondence.

2.4.5 Handling or Access to Classified Information: The Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires Contractors to comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and (2) any revisions to DoD 5220.22-M.

2.4.6 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. Passwords, access codes, and badges are sensitive items and shall be safeguarded at all times. Failure to safeguard sensitive items, using passwords or access codes without proper authorization, or disseminating passwords or access codes without proper authority, or without regard for established procedures, are causes for removal from this contract. At times, contractor personnel shall be provided keys to facilities. The loss or theft of keys, access cards, passcodes, passwords, and CACs shall be reported to the Contracting Officer's Representative (COR) immediately.

2.4.7 Access and General Protection/Security Policy and Procedures: The Contractor and all associated sub-Contractor employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures. The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshall Office, Director of Emergency Services, or Security Office. The Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

2.5 Training Requirements

2.5.1 Anti-Terrorism/Operations Security Review: This contract text is for Contractor employees with an area of performance within an Army-controlled installation, facility, or area. All Contractor employees, including sub-Contractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within ten (10) calendar days after contract start date or effective date of incorporation of this requirement into the Task Order, whichever applies. The Contractor shall submit certificates of completion to the COR for each affected Contractor employee and sub-Contractor employee within thirty (30) calendar days after completion of training by all employees and sub-Contractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>. Contractor and subcontractor employees traveling OCONUS are required by AR 525-13 to receive area or responsibility (AOR) specific training. Contractor and subcontractor employees shall make themselves available to receive government provided area or responsibility (AOR) specific training as directed by the combatant commander.

2.5.2 iWATCH Training: The Contractor and all associated sub-Contractors shall brief all employees on the local iWATCH program (i.e., training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior

to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within ten (10) calendar days of contract award and within thirty (10) calendar days of new employees' commencing performance, with the results reported to the COR no later than fifteen (15) calendar days after Task Order award.

2.5.3 Operational Security Training: Per AR 530-1, Operation Security (OPSEC), new Contractor employees must complete Level I OPSEC training within thirty (30) calendar days of reporting for duty. All Contractor employees must complete annual OPSEC awareness training.

2.5.4 Information Assurance/Information Technology Training: All Contractor employees and associated sub-Contractor employees must complete the DoD Information Assurance (IA) awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/Information Technology (IT) functions must comply with DoD and Army training requirements in Department of Defense Directive (DoDD) 8570.01, DoD 8570.01-M, and AR 25-2 within six (6) months of employment.

2.5.5 Contractor Employees Who Require Access to Government Information System: All Contractor employees with access to a Government information system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services and must successfully complete the DoD IA Awareness training prior to access to the information system and then annually thereafter.

2.5.6 Additional Training Requirements: The contractor shall comply with the following training requirements if the travel start point is CONUS:

- a. Republic Of Korea (ROK): APACS, TT/IATP, AT Level 1, AOR Location Specific Brief, and training listed below for SOFA which is required for the approved 700-19 for any contractor working in ROK for 5 minutes or 20 years.

2.6 Travel Requirements

2.6.1 Contractor Travel: To accomplish the work under this PWS, Contractor personnel shall be required to represent or participate with Government personnel at meetings, conferences, and other activities within the Washington D.C. metropolitan area or at other sites in the Continental United States (CONUS) and Outside Continental United States (OCONUS) as directed by the Government. All travel requirements must be pre-authorized by the COR based on Contractor-prepared purpose, dates, and estimated costs in advance of travel dates. In case of mission urgencies, oral or verbal approval may be obtained from a Government supervisor/representative. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to Contractors, shall provide the basis for the determination as to what is reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. OCONUS travel may be required.

All necessary travel meeting the above criteria shall be approved in advance by the COR. Any Exceptions to these guidelines shall be approved in advance by the Contracting Officer (KO). Upon completion of travel, a trip report shall be submitted. While General and Administrative (G&A) costs are allowable, overhead costs and fee (profit) are not allowable.

2.6.2 OCONUS Travel: OCONUS support may be required in Korea, Germany, Canada and or other locations as determined by enemy threats and mission, and will be in accordance with supported command policies and procedures. With prior approval by the KO, deployed individuals may be required to work other than core hours in support of mission requirements and are authorized to exceed a forty (40)

hour work week; however, hostile fire and hardship pay differentials apply only to the forty (40) hour work week.

2.6.2.1 The contractor shall be responsible for ensuring that employees assigned to this Task Order comply with the applicable laws and regulations of the host country and any international agreements (e.g., Status of Forces Agreement(s) (SOFA), Host Nation Support Agreements, etc.) and memoranda of agreements or understanding applicable to U.S. Armed Forces or U.S. citizens in the AOR. The contractor is also responsible for ensuring that such employees comply with pertinent Service and DoD directives, policies, and procedures, military rules and regulations when employed in areas under the jurisdiction of the applicable military commander. In cases where contract support personnel are required to travel to OCONUS locations, including Theaters of Operation, personnel will be permitted use of various Government facilities, subject to the approval of the Theater or In-Country Commander and current SOFA or applicable international agreement for the specific location, as well as applicable Theater Business Clearance, Letters of Authorization, and the terms and conditions of the IDIQ contract and this Task Order. In the event that a contractor's employee displays disruptive behavior, violates substance abuse laws, or regulations of host nations or host military commanders and is subsequently barred from continuing to perform under the contract for failure to comply with the laws, rules, and regulations, the costs incurred by the contractor because of the removal of the employee or the substitution of a replacement employee shall not be reimbursable under this Task Order.

2.7 Conflict of Interest

2.7.1 **Organizational Conflicts of Interest:** Contract support personnel (to include subcontractors) performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information, or perform evaluation services which may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in Federal Acquisition Regulation (FAR) Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in an actual or potential OCI and shall submit a plan for KO approval to avoid or mitigate such OCI. In the event that the KO unilaterally determines that an OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies, including prohibiting the contractor from participation in subsequent requirements which may be affected by the OCI.

2.8 Data Rights

2.8.1 **Data Rights:** The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

2.8.2 **Limited Use of Data/Privacy Act:** Performance of this contract may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. The contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner that provides for greater rights to the contractor. Work on this project may require that personnel have access to Privacy Act Information.

Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

2.8.3 Disclosure of Information: Information made available to the contractor by the client for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without a written agreement. The contractor agrees to assume responsibility for protecting the confidentiality of client records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified by the contractor in writing that such information may be disclosed only for a purpose and to the extent authorized herein.

2.9 Safety

2.9.1 Contractor Compliance: The contractor and its subcontractors shall comply with Public Law 91-596 (Occupational Safety and Health Act (OSHA)) and the Environmental, Safety, and Occupational Health (ESOH) (DOD Directive 4715.1E). These requirements shall be incorporated into the contractor's safety and health program. The DOD participates in the OSHA Voluntary Protection Program (VPP). Contractor personnel performing services on a DOD installation shall participate in the local VPP. Information on the VPP is available at <https://www.osha.gov/dcsp/vpp/>

3.0 Performance Requirements

The following section specifies the Performance Objectives and Performance Elements for this Task Order.

3.1 Fielding Support for CBRN Integrated Early Warning (CBRN IEW)

3.1.1 Background: Various OCONUS Areas of Responsibility (AORs) are requesting an installation protection capability that includes sensors, force protection equipment, a network, and a Common Operating Picture that will support near real-time decision-making by the commander for force health protection. This system is intended to reduce vulnerability to chemical and biological (CB) threats. CBRN IEW is providing a "defense in depth" system through the integration of point and standoff CB sensors with traditional force protection systems.

The system being fielded serves as the baseline for the development of additional Integrated Early Warning (IEW) capabilities by JPEO-CBRND. The overall goal of IEW is to provide environmental analysis and situational awareness of WMD threats and early warning of CBRN hazards down to the tactical edge so that the commander can make informed decisions. The ability to make timely decisions should allow the force to continue military operations in a CBRN environment.

3.1.2. Scope: The Contractor shall provide acquisition planning, research, and analysis in support of Joint Program Manager (JPM) Chemical Biological Radiological and Nuclear (CBRN) Sensors Joint Product Lead (JPdL) CBRN IEW programs. Services include participation in program activities and meetings with stakeholders, preparation of programmatic presentations and documents, and support for testing and fielding (preparation of integrated master schedule and site surveys). The contractor shall accomplish all necessary efforts in order to complete the tasks specified in this PWS.

3.1.3. Objective/Purpose: The objective of this contract shall be to provide to JPEO-CBRND specialized expertise and analytical and technical expertise in developing, testing, and fielding CBRN IEW capabilities for the Warfighter.

3.1.4. Tasks: Acquisition Planning Support Services

a. Meetings:

1. The Contractor shall attend and participate in weekly/scheduled

programmatic meetings. The Contractor will be required to provide updates of program activities at these meetings, as well as answer programmatic and technical questions. Anticipate two meetings per week with each one hour in length.

2. The Contractor shall manage minutes from these meetings. This includes recording minutes, distributing minutes within two days following each meeting, and presenting open action items at each subsequent meeting.
3. The contractor shall conduct meetings with key CBRN IEW stakeholders (e.g. DHS, DTRA, Secret Service, COCOMS, etc.). These meetings will be conducted in coordination with CBRN IEW Government staff. However, the Government staff may not always be present at these meetings. In cases where the Government staff is not in attendance, the Contractor shall be responsible for conducting the meeting and fostering the exchange of information and materials to further program goals. This may include the development of plans and reports to enable executable cooperative and follow-on technology development and fielding opportunities.
4. The Contractor shall be responsible for recording and distributing meeting minutes and the creation and distribution of presentation materials in PowerPoint format ahead of each meeting. Anticipate approximately six such meetings annually.

b. Documents:

1. The contractor shall create and revise PowerPoint presentations based on Government guidance ahead of monthly program reviews.
2. The contractor shall create system description packages for Government customers based on Government guidance. Anticipate creation of these packages every six months. This may also include the creation of data packages or “Smart books” in PowerPoint and/or Word format for JPEO-CBRND leadership. These data packages will consist of information about a capability that can be gleaned from JPEO-CBRND Program documents and public sources (internet, technical papers).

c. Planning and Execution of Test and Evaluation:

1. The Contractor shall provide full-time on-site support to JPEO-CBRND for planning and execution of Test and Evaluation events (user feedback events, technical demonstrations, operational demonstrations, and operation assessments) for CBRN IEW systems. This support shall include coordination meetings with stakeholders and Army Evaluation Command (AEC), preparing documentation required by AEC ahead of events, support during the setup and execution of these events, and support for the gathering and analysis of data. The Contractor may only receive general guidance from Government staff and shall anticipate being required to coordinate Test and Evaluation events with stakeholders, develop plans for these events, and author reports following the conclusion of these events. Anticipate two such events per calendar year, each with a duration of up to two weeks. These events may occur in CONUS or OCONUS locations.
2. Contract personnel shall chair Configuration Management Boards for systems associated with the programs. The Contractor shall accomplish Configuration

Management by documenting system components and changes to these components, as well as document Configuration Management Board suggested changes and present these to Government staff for adjudication. This task shall include creation and maintenance of the Configuration Management Plan, holding monthly Configuration Management Board meetings, and tracking the configuration of the system by updating documentation whenever there is a configuration change.

3. The contractor shall create and maintain an integrated master schedule for JPdL CBRN IEW events and milestones, containing all of the tasks necessary to test and field capabilities and systems to designated sites. Changes to the schedule may take place as often as once per week. Anticipate that the master schedule will need to be updated every two weeks.
4. Contract personnel shall interact with AEC to help determine criteria by which CBRN IEW systems and components will be evaluated. This interaction will take place during monthly meetings with AEC. The contractor shall record meeting minutes and maintain version control over the test criteria documentation.

3.1.5 Deliverables: All items for delivery to the COR/Task Monitor will be submitted in accordance with this PWS unless otherwise specified.

3.1.5.1 Monthly reports: Shall be delivered no later than the 25th day of the month following the month during which the work was performed. The monthly reports shall include a financial breakdown for each major topic area, to include funding to the major topic area, funding expended on the major topic area, funds remaining for the major topic area, and estimate at completion for the major topic area.

3.1.5.2. Products:

1. **Meeting minutes:** Delivered NLT 5 business days after event. Minutes shall be comprehensive and capture all action items.
2. **After Action Report (AAR):** The contractor shall deliver the AAR within 10 business days. AARs will be required after all table top exercises, demonstrations, workshops and other relevant activities.
3. **Key documents:** Provide draft and final documentation as required.

3.1.6. Security Requirement: Contract personnel shall be required to hold a Secret security clearance for this task. Contract personnel shall obtain a Government issued Common Access Card if required for performance of this task. This task requires contract personnel to access Secret Internet Protocol Router Network (SIPR).

3.1.7. Place of Performance: Work shall be performed primarily on-site at Aberdeen Proving Ground in Edgewood.

3.1.8. Travel: The contractor shall anticipate travel as follows:

b. CONUS: Up to four (4) trips per year to the following locations:

1. Two trips to Dugway Proving Ground, two (2) weeks duration for two (2) people.
2. Two trips to Redstone Arsenal, three (3) days duration for two (2) people.

c. OCONUS: The contractor shall anticipate up to two trips per year to the following locations:

1. Germany, up to three (3) weeks duration for two (2) people.
2. Bahrain, up to three (3) weeks duration for two (2) people.

2. Djibouti, up to three (3) weeks duration for two (2) people.

3.2 Strategic Communications

3.2.1 Background: The Joint Program Executive Office for Chemical, Biological, Radiological and Nuclear Defense (JPEO-CBRND) is the Joint Services single focal point for research, development, acquisition, fielding and life-cycle support of chemical, biological, radiological and nuclear (CBRN) defense equipment and medical countermeasures. JPEO Leadership's role is to develop their vision and define the correct mix of military and civilian acquisition personnel, and the contracted services required to support strategic priorities and evolving acquisition challenges to meet operational demands. Positions are essential and play a critical role in supporting the Army's procurement, program execution, mission, and readiness.

3.2.2. Scope: The Contractor shall provide strategic communications and technical coordination activities in support of JPEO-CBRND and its stakeholders. Services include researching and identifying relevant social media posts, creating graphics and editing existing graphics, and give speeches, messages, talking points and video scripts. The contractor shall accomplish all necessary efforts in order to complete the tasks specified in this PWS

3.2.3. Objective/Purpose: This task will provide rapid quality strategic communication support for the JPEO-CBRND Executive, Deputy Executive and other headquarters leaders. In doing so, the contractor shall support CBRN Defense strategic communication directorate in messaging the organization's complex mission and vision to internal and external stakeholders.

3.2.4. Tasks:

- a. **Social Media Required Capability:** In an effort to ensure success with this task, the Strategic Communication Office searches for new platforms and social media strategies to tell the JPEO story. The contractor shall be researching and identifying relevant social media posts on the JPEO platforms only validates the JPEO's relevancy. The contractor shall have knowledge on how to maximize the return on investment for respective social media platforms is a must to succeed and engage the correct JPEO-CBRND stakeholders. The contractor shall have a subject matter expert to ensure JPEO-CBRND does not lose relevancy on current social media platforms while strategizing a future social media path.
- b. **Graphics Required Capability:** Many JPEO-CBRND capabilities are complex and hard to portray visually. JPEO-CBRND leaders have the difficult task of conveying the JPEO-CBRND efforts at events such as conferences, briefings to higher headquarters and other outreach efforts. The contractor shall have knowledge in information graphics as they are critical to ensuring the non-CBRND savvy audience appreciates and comprehends JPEO-CBRND's support to the Warfighters. Other media requirements the contractor shall have expertise in includes, outreach material (fold outs, placemats, etc.) The contractor shall have knowledge in Multi Media SME as they are required to create new graphics or edit existing graphics, videos, or other multimedia files. The contractor shall be able to rebrand efforts and grow the CBRND mission as efforts evolve.
- c. **Strategic Communication Required Capability:** The contractor shall have knowledge and be able to address communication efforts that are properly researched, address communication gaps and synchronized across DoD organizations. The contractor shall be required to give speeches, messages, talking points and possibly video scripts that capture an audience's attention, gain advocacy, and tell the JPEO story.
- d. **Event Planning and Execution Capability:** The contractor shall have knowledge on how to

plan and execute an event for both internal and external JPEO-CBRND stakeholders. Skill sets required at a minimum are planning and managing the event timeline, designing a booth or room layout, basic protocol knowledge, and corresponding with VIPs and other senior leaders. The contractor shall provide event plans and updates to JPEO-CBRND leaders. The contractor shall be able to pick up equipment weighing up to 50lbs.

3.2.5. Deliverables: All items for delivery to the COR/Task Monitor will be submitted in accordance with the PWS unless otherwise specified.

3.2.5.1 Products:

1. **Social Media Posts:** Includes, but is not limited to social media posts (at a minimum 4 posts per month) and articles (at a minimum one article per quarter). External audience social media materials may include, but are not limited to social media posts and design. Internal audience social media materials may include, but are not limited to collecting and developing posts for JPEO internal communication tools. Maintaining a minimum of 4 external and internal communication tools such as, Instagram, Twitter, Facebook, and Linked. Expected to develop and manage organization social media strategy.
2. **Graphics Deliverables:** Will include, but are not limited to briefings, branding, brochures and info graphics. (At a minimum three briefings per month, one branding effort per quarter, one brochure per quarter and three info graphic per month). Multi media briefing materials will include but are not limited to PowerPoint Presentations, storyboards, infographics, and re-branding concepts such as logos and outreach material designs.
3. **Strat Com Lead Deliverables:** Will include, but are not limited to speeches, letters, awards, talking points and various outreach materials (at a minimum one of each per month). Anticipated to review and edit numerous documents for JPEO Leadership.
4. **Event Planning and Execution Lead:** Will include, but are not limited to invites, various planning documents such as timeline and room layout designs (at a minimum one event every two months).

3.2.6. Security Requirement: Contract personnel shall be required to hold a Secret security clearance for this task. The contractor will be required to have access to NIPR Net and have a valid CAC.

3.2.7. Place of Performance: Place of performance is Aberdeen Proving Ground (Edgewood Area).

3.2.8. Travel: The contractor shall anticipate up to 11 trips per year within the CONUS area as follows:

- a. Social Media- The contractor shall anticipate one trip per year within the CONUS area and six local trips to cover outreach efforts.
- b. Graphics- The contractor shall anticipate up to one trip per year within the CONUS area and 12 local TDY trips to cover outreach efforts.
- c. Strat Com Lead- The contractor shall anticipate up to one trip per year within the CONUS area and 12 local TDY trips to cover outreach efforts.

3.3. JPEO CBRND Chief Technology Officer (CTO): Technical Support

3.3.1. Background: The Joint Program Executive Office for Chemical, Biological, Radiological, and Nuclear Defense (JPEO-CBRND) is the Joint Services single focal point for research, development, acquisition, fielding and life-cycle support of chemical, biological, radiological and nuclear (CBRN)

defense equipment and medical countermeasures. JPEO Leadership's role is to develop their vision and define the correct mix of military and civilian acquisition personnel, and the contracted services required to support strategic priorities and evolving acquisition challenges to meet operational demands. Acquisition positions are essential and play a critical role in supporting the Army's procurement, program execution, mission, and readiness. According to the Office of Personnel Management, competencies are an observable, measurable set of skills, knowledge, abilities, behaviors, and other characteristics an individual needs to successfully perform work roles or occupational functions. Competencies are typically required at different levels of proficiency depending on the specific work role or occupational function. Competencies can help ensure individual and team performance align with the organization's mission and strategic direction. Identifying our customers and stakeholders facilitates a better understanding of our own direction as we implement our Strategic Plan. Likewise, our greatest challenge is ensuring that the JPEO-CBRND workforce has the training, qualifications, and experience needed to make the decisions on acquiring equipment and services.

3.3.2. Scope: The contractor shall perform technical coordination activities in support of the Chief Technology Officer (CTO). The primary goal is to support improved outreach to Joint Project Manager technical staff and external technical performers. The most significant function is supporting the implementation of the CTO's Spark innovation initiative that involves proposal solicitation, coordination of technical reviews, and implementation of key selection and funding steps for approximately 5-10 projects per year, in addition to progress monitoring of in-progress funded projects. Services include development of documents on behalf of the CTO and Chief Science Coordinator, and email communication to support follow-up with Spark performer teams. Specific examples of products and activities are: schedule keeping to keep track of major Spark initiative milestones, financial tracking for projects, editing of quad charts, communication with performer teams and coordination of small meetings and larger review. A significant effort is the coordination of Spark initiative calls for proposals, and coordination of technical reviews (written and in person.)

3.3.3. Objective/Purpose: The purpose of this effort shall be to provide to the JPEO-CBRND specialized expertise and technical administrative support in the execution of technology outreach and innovation initiatives for the JPEO-CBRND Chief Technology Officer.

3.3.4. Tasks:

a. Develop a calendar-long innovation initiative / Spark competition work plan

1. Review foundation JPEO outward facing documentation regarding JPEO goals and objectives and portfolios.
2. Understand the JPEO offices, key individuals, and relationships to critical CDBP partner organizations.
3. Review history and current status of JPEO-CBRND Spark innovation initiative
4. Develop optimized calendar and necessary back planning and functions for three overlapping cycles of SPARK program (e.g., current year of execution, any late executing projects from past year, and new projects/call for proposal).

b. Management of Spark innovation initiative (ongoing throughout

1. Conduct / support monitoring of ongoing Spark projects for progress towards milestones and any encountered challenges. Discuss issues with performer teams and project sponsors. Must have ability to ask critical questions and relay updates and potential concerns to CTO and CSC.
2. Conduct of mid-point Spark project reviews for JPEO leadership and JPEO community stakeholders. This includes working with project teams to report their work using a defined

template and presentation format.

3. Conduct financial monitoring to ensure timely expenditures and identify any issues.
4. Conduct / support out briefing and reporting of past proposals and contributions to annual report
5. Supporting development of new call for proposals (one a year) involving focus on leadership priority areas. Includes working with JPEO Strategic Communications staff.
6. Organizing receipt of new proposals and assisting in triage to a set of government reviewers (past and new reviewers). Issue guidance, track and support reviewers, collect reviews, organize feedback for consideration.
7. In general, use and optimization of SharePoint or similar tools

c. JPEO Technical Council :

1. Additional support to the CTO and Chief Science Coordinator include support to other critical functions, namely conduct of the JPEO Technical Council.
2. Set up of conference calls and in person meetings with technical / program staff throughout the JPEO-CBRND
3. Maintain meeting minutes and action items
4. Development of a Plan of Action and Milestones (POAM) for critical actions requiring teamwork, back planning, and follow-up.
5. Participate in CTO team meetings as time allows.

3.3.5. Deliverables: All items for delivery to the COR/Task Monitor will be submitted in accordance with the PWS unless otherwise specified.

3.3.5.1 Monthly reports: Shall be delivered no later than the 25th day of the month following the month during which the work was performed. The monthly reports shall include a financial breakdown for each major topic area, to include funding to the major topic area, funding expended on the major topic area, funds remaining for the major topic area, and estimate at completion for the major topic area.

3.3.5.2. Products:

1. **Key documents:** Provide draft and final documentation of all products as required.
 2. **Meeting minutes** (delivered NLT 5 business days after event). Minutes should be comprehensive and capture all action items.
 3. **Weekly check-in:** provided at close of each week. This will be a short summary of completed actions, outstanding items, and anticipated projects for the following week, and as anticipated for the week after that. This will be discussed with the task supervisor to make any adjustments or re-prioritization.
- 4.3.6. Security Requirement:** The contractor is required to undergo a National Agency Check with Inquiries (NACI). Contract personal shall obtain a government issued Common Access Card if needed for performance of this task.
- 4.3.7. Place of Performance:** Work shall be performed 50% of the time on-site at JPEO-CBRND HQ and 50% at the contractor facility.
- 4.3.8. Travel:** There are no travel requirements for this task.

3.4. Enabling Biotechnologies (EB) Defense Biological Product Assurance (DBPAO) Support

3.4.1. **Background:** Enabling Biotechnologies (EB) is a newly formed office in the JPEO-CBRND that combines and synergizes the Advanced Development and Manufacturing Capabilities (ADMC), Defense Biological Product Assurance (DBPAO) office, and Technology Selection program formerly known as Platforms for Rapid Integrated Solutions for Medical countermeasures (MCMs) (PRISM). The increasingly dynamic chemical, biological, radiological, and nuclear (CBRN) threat environment presents significant challenges for Department of Defense (DoD) CBRN preparedness and responsiveness. EB is modernizing the DoD approach by building, maturing, and integrating capabilities and infrastructure to support accelerated MCMs development, manufacturing, testing, and deployment. This is being accomplished through a network of organizational partnerships that, when working as an integrated team, can rapidly address known, emerging, and engineered threats. During a crisis response, this prepositioned network will leverage the most innovative regulatory science and advanced genetic, synthetic biology, and manufacturing technologies to stay ahead of outbreaks and adversaries. EB plays a central role to ensure integration, efficiency and operational relevance to enable rapid progress from 'Information to Injection'.

3.4.2. **Scope:** Contractor personnel will provide technical subject matter expertise; quality management expertise; program analysis; and strategic communications to support EB's mission to enable the rapid development and manufacture of MCMs to address known, emerging, and engineered threats. The contractor shall accomplish all necessary efforts in order to complete the tasks specified in this PWS.

3.4.3. **Objective/Purpose:** The purpose of this effort shall be to provide to EB specialized expertise required for the execution of the office's mission.

3.4.4. Tasks:

a. Technical Subject Matter Expertise:

1. The contractor shall plan, coordinate, and support the exchange of technology and information between relevant interagency counterparts to support acquisition objectives within the JPEO-CBRND.
2. The contractor shall provide support, at client request, for tabletop exercises, demonstrations, workshops and other activities to support collaborative activities and directorate of experimentation efforts.
3. The contractor shall coordinate the exchange of information and materials for the advanced development of cooperative solutions input to plans and reports to enable the development of executable cooperative and follow-on technology opportunities and plans. Track and ensure completion of tasks and activities.

b. Quality Management Expertise

1. The contractor shall provide technical expertise in the areas of quality management systems (QMS), quality assurance, and quality control for EB as required.
2. The contractor shall create, review and maintain the necessary documents based on the QMS requirements.
3. The contractor shall assist with implementing, training personnel and maintaining an ISO 9001 QMS as required.
4. The contractor shall assist in tracking corrective and preventive actions and create processes for the continuous improvement of business practices.
5. The contractor shall perform internal audits or analyze external QMS audit findings and

recommendations and provide a path forward for DBPAO leadership.

c. Program Analysis

1. The contractor shall conduct programmatic analysis of EB programs and provide support in making sound program decisions on emerging technologies.
2. The contractor shall apply business analytics methods to DBPAO emerging technology products that are used to research and detect emerging threats and provide recommendations for optimal pricing for consumers.
3. The contractor shall create emerging technology roadmaps and analyze product milestones within program funding and baseline schedule and create cost models for product acquisition.
4. The contractor shall prepare all required DoD 5000 documents and review all statutory and regulatory document requirements in the acquisition process.
5. The contractor shall provide risk assessments in terms of cost, schedule and performance.

d. Strategic Communications

1. The contractor shall provide expertise in strategic communications to support EB and DBPAO in effectively and efficiently distributing information to government agencies and the public regarding their emerging technology products used for research and detection of threats.
2. The contractor shall develop and distribute materials such as reports, internal/external briefings, fact sheets, newsletters, or brochures and establish formal communications plan.
3. The contractor shall establish and maintain social media presence as required.

3.4.5. Deliverables: All items for delivery to the COR/Task Monitor will be submitted in accordance with the PWS unless otherwise specified.

3.4.5.1 Monthly Report: Shall be delivered no later than the 25th day of the month following the month during which the work was performed. The monthly reports shall include a financial breakdown for each major topic area, to include funding to the major topic area, funding expended on the major topic area, funds remaining for the major topic area, and estimate at completion for the major topic area.

3.4.5.2 Products:

1. **Meeting minutes** (delivered NLT 5 business days after event). Minutes should be comprehensive and capture all action items.
2. **After Action Report (AAR):** The contractor shall deliver the AAR within 10 business days. AARs after all table top exercises, demonstrations, workshops and other relevant activities.
3. **Key documents:** Contractor shall deliver up to 10 key documents as required by the DBPAO and EB, providing draft and final documentation.

3.4.4 Security Requirement: Contract personnel shall be required to hold a Secret security clearance. Contract personnel shall obtain a Government issued Common Access Card if required for performance of this task.

3.4.5 Place of Performance: Work shall be performed off-site at contractor facility or other designated area with office visits as required.

3.4.6. Travel: The contractor shall anticipate the following travel:

- a. One (1) trip per week to the DBPAO office in Frederick, MD for one (1) person.

- b. One (1) trip to audit Civil Support Team for one (1) person.
- c. One (1) trip for program review at facility in Oak Ridge, Tennessee for one (1) person.
- d. One (1) trip for program review at facility in San Antonio, Texas for one (1) person.

3.5 JPEO-CBRND Subject Matter Expert

3.5.1. Background: JPEO-CBRND has been tasked to assist the Undersecretary of Defense for Acquisition and Sustainment to assess current CBRN Defense and CWMD capability. In 2018 the Senate Arms Service Committee requested an assessment on material shortfalls in the United States Forces Korea (USFK) for chemical, biological, radiological and nuclear (CBRN) defense. In 2019 JPEO-CBRND was asked to assist the USD (A&S) in a similar assessment for the European Command. The Deputy Under Secretary of Defense for Acquisition and Sustainment (DUSD(A&S)) requested an assessment of materiel shortfalls and readiness for countering weapons of mass destruction (CWMD) and chemical, biological, radiological, nuclear, and high-yield explosive (CBRNE) defenses in United States European Command (EUCOM). The assessment will inform any necessary adjustments to DoD priorities and resourcing decisions.

3.5.2. Scope: This effort focuses on the CBRNE and CWMD materiel readiness of U.S. Forces assigned and allocated to Geographical Combatant Commands and the respective components, in support of their Theater and Functional Campaign Plans. It captures materiel and non-materiel issues. The assessment also considers the impact of North Atlantic Treaty Organization (NATO) partner's requirements from the US and NATO partner capabilities required by the US. The assessment does not duplicate any ongoing efforts to assess or improve readiness of the U.S. Nuclear Deterrence and Special Operations capabilities. It does coordinate, but not replicate, any SOCOM assessment efforts as the CWMD Coordinating Authority. Additionally, this assessment does not circumvent other DoD assessments or gap identification process, such as the Chairman's Annual Joint Assessment or the Integrated Priority List submissions, but does provide a focused product to inform those processes.

3.5.3. Objective/Purpose: The purpose of this effort is to provide subject matter expertise support to JPEO-CBRND in the area of chemical, biological, radiological and nuclear defense as well as the countering weapons of mass destruction mission in support of the CBRNE and CWMD materiel readiness assessments.

3.5.4. Tasks:

3.5.4.1. Performance Based Tasks Required:

- a. The contractor shall coordinate with senior organizational leaders, conduct detailed technology gap analyses and provide the JPEO-CBRND recommendations on how organizations can better posture for all identified forces/organizations.
- b. The contractor shall discuss current urgent required capabilities with JPEO and provide insight on previous lessons learned.
- c. The contractor shall review current processes that JPEO is establishing to develop and maintain the Theatre CWMD Common (COP/SIP) and capabilities assessment.
- d. The contractor shall discuss and provide insight in how to frame future CWMD oriented events to identify venues throughout the contract.
- e. The contractor shall discuss insights from latest CBRND/CWMD Exercises and previous lessons learned.
- f. The contractor shall review current processes that GCC uses to establish and maintain their CWMD COP/SIP and capabilities assessment.

- g. The contractor shall discuss with JPEO and GCC future CWMD oriented events to identify venues for Phase III and if follow on efforts are required.
- h. The contractor shall Review ROC Drills and AARs and revalidate previous assessments.
- i. Review current processes and products that JPEO is constructing to establish and maintain the CBRND/CWMD capabilities and capacity. Discuss with JPEO future CWMD oriented events to identify venues for if follow on efforts are required.

3.5.5. Deliverables: All items for delivery to the COR/Task Monitor will be submitted in accordance with the PWS unless otherwise specified.

1.5.5.1. Monthly reports: Shall be delivered no later than the 25th day of the month following the month during which the work was performed. The monthly reports shall include a financial breakdown for each major topic area, to include funding to the major topic area, funding expended on the major topic area, funds remaining for the major topic area, and estimate at completion for the major topic area.

1.5.5.2. Summary report: Shall be delivered within 30 days of the conclusion of each assessment. The summary report focuses on the CBRNE and CWMD materiel readiness of U.S. Forces assigned and allocated to Geographical Combatant Commands and the respective components, in support of their theater and Functional Campaign Plans. It captures materiel and non-materiel issues. This assessment shall include but not limited to the following: input from all the respective Global Combatant Commands (GCC) and components, exercise after action reviews, Integrated Priority List, respective operational plans, and other DoD organizations as required. The assessment shall address Doctrine, Organization, Training, materiel, Leadership and Education, Personnel, Facilities and Policy (DOTmLPF-P). The assessment may be but not required to be up to the TS/SCI classification. If possible an unclassified summary shall be provided.

3.5.6. Security Requirement: Contract personnel working under this task shall be required to hold a Top Secret clearance with SCI preference. Contractor is required to have a Top Secret Level Facility with the ability to store electronic and physical copies of material at the TS level.

3.5.7. Place of Performance: Work shall be performed off-site at contractor facility or other designated area with office visits as required. Contractor maybe required to conduct business at JPEO-CBRN HQ and Combat Capabilities Development Command Chemical Biological Center (CCDC CBC) Sensitive Compartmented Information Facility (SCIF).

3.5.8. Travel:

3.5.8.1. CONUS Travel: Contractor will be expected to travel to multiple CONUS locations

- 1. Pentagon – A minimum of two per month;
- 2. APG South (Edgewood) – a minimum of two per month
- 3. Ft. Leonard Wood, MO – a minimum of one trip
- 4. Peterson Air Base, CO a minimum of five trips
- 5. MacDill Air Base, FL a minimum of five trips
- 6. Shaw Air Base, SC a minimum of four trips.

3.5.8.2. OCONUS Travel: Contractor may be required to travel to the following locations:

- a. CENTCOM OCONUS locations that may include:
 - 1. Jordon – a minimum of one trip
 - 2. Kuwait – a minimum of one trip
 - 3. Saudi Arabia - a minimum of one trip
- b. AFRICOM OCONUS: Germany - a minimum of five trips.

3.6 OPTIONAL TASKS

The options described below will be invoked through award of a written task order modification issued by the GSA Contracting Officer (CO). Options may be invoked, in whole or in part, at the discretion and unilateral right of the Government.

3.6 OPTIONAL TASK 1: SURGE CAPABILITY

The Government reserves the unilateral right to exercise Optional Surge Capability to support unforeseen, ad hoc requirements or unplanned increases in workload that may arise under the scope of this PWS Section 3. Optional surge capability support will be invoked at the Government's discretion through a written task order modification issued by the GSA Contracting Officer.

For pricing purposes, the Not-To-Exceed (NTE) ceiling amount established for this Optional Surge Capability in each year of performance is shown in the table below:

Base Year NTE	Option Year 1 NTE	Option Year 2 NTE	Option Year 3 NTE	Option Year 4 NTE
\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00

For proposal purposes, contractors shall include pricing for a labor mix with CONUS and OCONUS labor rates to support surge capability requirements as shown in the pricing template.

For any optional task support that the Government invokes pursuant to PWS Section 3, the Government will specify the programs that require support; the duration for the support; the CONUS and OCONUS location(s) where support is required; reporting requirements; and work hours, schedules, or requirements for performing work outside of normal working hours (i.e. evenings, weekends, etc.).

Prior to awarding the modification, the Contracting Officer will provide the Contractor with a written request for surge capability specifying the unforeseen, ad hoc or unplanned increases in workload support required, the nature of work to be performed, deliverables, and required timeframes. The Contractor shall respond to this request in writing within five (5) business days with a quote showing the proposed staffing plan and notional schedule to meet the government's requirements. Generally, the Contractor shall have the capability to surge contractor staff to meet mission demands within 30 calendar days of the effective date of the modification; however there may be a need to begin a surge effort within a shorter response time. The Contractor shall manage workload surges effectively and in a manner that efficiently schedules and applies contractor resources to meet mission requirements and JPEO priorities. The Contractor shall meet the surge capability requirements without decreasing the current support to, or quality of, any of the other JPEO requirements under this task order.

At the time of exercising this optional support, the Contracting Officer will issue technical direction that

defines the specific systems where optional services are required:

- Identify the specific program(s) and to be supported;
- Identify the specific location(s) and to be supported;
- Provide technical direction necessary to clearly delineate extent of support and nature of work to be performed, deliverables, and required timeframes, if any;
- Identify any elevated service level or response time requirements, if any;
- Delineate training requirements, desired outcomes, extent and nature of any knowledge transfer activities for maintainer and/or end-user training to be conducted; and training documentation or related materials required of the Contractor, if any.
- Specify the background investigation or security clearance requirements, if any; and
- Define working hours and where applicable, any site unique conditions associated with this support.

The Contractor shall coordinate with the Government to plan and adjust staffing schedules to support surge capability activities while concurrently delivering ongoing services, without degradation, for day-to-day operations under the scope of this PWS. This may include adjusting normal work schedules, backfilling positions, or minimizing/prohibiting leave of individual Contractor employees to achieve the required coverage.

Contractor personnel shall meet the applicable certification requirements of DoD Manual 8140.01, Cyberspace Workforce Management, as noted in PWS Section 12.0.

When optional work is exercised, the services rendered under this optional task shall be documented and reported in Monthly Progress Reports and progress updates, performance metrics, and status on such work shall be covered in program reviews/technical interchange meetings consistent with technical/program management activities described in PWS Section 4.1.

The Contractor shall maintain chain of custody and accountability for any GFE/GFP/GFI provided under the scope of this optional task consistent with the PWS Section 5.0.

3.7 OPTIONAL TASK 2: ENTERPRISE SUPPORT CAPABILITY

During this Task Order, it is anticipated that JPEO may assume control of other programs.

As such, the Government reserves the unilateral right to exercise Optional Enterprise Support Capability, whereby JPEO requires services similar to the scope of PWS Section 3 if/when assuming responsibilities for the control and support of additional programs or pursuant to PWS Section 3. This optional work may be exercised on a or labor hour basis.

For pricing purposes, the Not-To-Exceed (NTE) ceiling amount established for this Optional Enterprise Support in each year of performance is shown in the table below:

Base Year NTE	Option Year 1 NTE	Option Year 2 NTE	Option Year 3 NTE	Option Year 4 NTE
\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00

For quote purposes, contractors shall include pricing for a labor mix with CONUS and OCONUS labor rates to support surge capability requirements as shown in the pricing template.

For any optional task support that the Government invokes pursuant to PWS Section 3, the Government will specify the programs that require support; the duration for the support; the CONUS and OCONUS location(s) where support is required; reporting requirements; and work hours, schedules, or requirements for performing work outside of normal working hours (i.e. evenings, weekends, etc.).

The scope of this optional enterprise support capability will be specified in technical direction letters and may span requirements described in the PWS.

At the time of exercising this optional support, the Contracting Officer will issue technical direction that defines the specific systems where optional services are required:

- Identify the specific program(s) and to be supported;
- Identify the specific location(s) and to be supported;
- Provide technical direction necessary to clearly delineate extent of support and nature of work to be performed, deliverables, and required timeframes, if any;
- Identify any elevated service level or response time requirements, if any;
- Delineate training requirements, desired outcomes, extent and nature of any knowledge transfer activities for maintainer and/or end-user training to be conducted; and training documentation or related materials required of the Contractor, if any.
- Specify the background investigation or security clearance requirements, if any; and
- Define working hours and where applicable, any site unique conditions associated with this support.

The Contractor shall respond to this technical direction letter in writing within ten (10) business days with a proposal showing the proposed staffing plan to meet the government's requirements.

Contractor personnel shall meet the applicable certification requirements of DoD Manual 8140.01, Cyberspace Workforce Management, as noted in PWS Section 12.0.

When optional work is exercised, the services rendered under this optional task shall be documented and

reported in Monthly Progress Reports and progress updates, performance metrics, and status on such work shall be covered in program reviews/technical interchange meetings consistent with technical/program management activities described in PWS Section 4.1.

The Contractor shall maintain chain of custody and accountability for any GFE/GFP/GFI provided under the scope of this optional task consistent with the PWS Section 5.0.

3.7.1 Wearables Mission Support:

- a. Support the programmatic planning of JPEO's emerging CBRN wearables mission. Develop program strategy documentation and presentation materials used to describe the need for the CBRN wearables effort, the program's acquisition approach, and technical development plan.
- b. Lead development of a clear and concise wearables integration strategy used to enable the use of wearable devices in combat and garrison settings. Develop the strategy based on direct interaction with stakeholders across the DoD in the wearables and mission command markets. The strategy will provide technical overviews of needed system-to-system interfaces, document acquisition and fielding plans for sister efforts, identify potential performers, and provide rough order cost and schedule estimates needed to execute integration.
- c. Lead development of an integrated master plan that outlines potential tasks, performers, need dates, and integration efforts to help establish and field the wearables program.
- d. Author technology transition agreements with S&T partners to establish technical scope, test planning, and need dates for the transition of wearable capabilities to the JPEO.
- e. Support development and refinement of operational need statements, initial service requirements, and other user need documentation.

3.7.1.2 Place of Performance: Work shall be performed onsite at JPEO-CBRND HQ

3.7.1.3 Travel: The contractor shall anticipate up to twelve (12) trips per year within the CONUS:

- a. Two trips to Natick, MA, for 3 days duration for one person.
- b. One trip to Dayton, OH, for 3 days duration for one person.
- c. One trip to Tampa, FL, for 3 days duration for one person.
- d. One trip to San Diego, CA, for 5 days duration for one person.
- e. One trip to Honolulu, HI, for 10 days duration for one person.
- f. Six local travel within the national capital region for one person.

4.0 Key Personnel Requirement

4.1. Senior Operations Research Analyst (Secret Clearance), see paragraph 3.1 of this PWS.

4.1.1. Experience: Ten years or more of experience working with CBRN related programs.

- Direct experience in the CBDP enterprise working with a Program Office on a Program of Record
- Experience generating documentation required for a Program of Record (acquisition strategy, testing strategy, master schedule, etc.)
- Extensive experience with chemical or biological threats evidenced through education or work history
- Experience deploying CBDP systems in OCONUS locations (overseas US military installations)

4.1.2. Education: Bachelor's degree or greater from an accredited college or university.**4.2 Senior Test Engineer (Secret Clearance), see paragraph 3.1 of this PWS.****4.2.1. Experience:** Ten years or more of experience working with CBRN related programs.

- Direct and extensive experience working with the US Army Evaluation Center to evaluate the capabilities being fielded by Programs of Record
- Experience managing the configuration of systems within the CBDP enterprise
- Extensive experience with chemical or biological threats evidenced through education or work history
- Direct experience in the CBDP enterprise working with a Program Office on a Program of Record
- Experience generating documentation required for a Program of Record (acquisition strategy, testing strategy, master schedule, etc.)
- Direct and extensive experience working with Service or OSD test agencies to evaluate the capabilities being fielded by Programs of Record
- Direct experience managing the configuration of systems being fielded by Programs of Record

1.2.2. Education: Bachelor's degree or greater from an accredited college or university.**4.3 Social Media (Secret Clearance), see paragraph 3.2 of this PWS****4.3.1. Experience:** Ten years or more of experience working with CBRN related programs or a non-profit government entity.

- At least 10 years maintaining social media platforms.
- Expert in media strategies, conducting stakeholder outreach, advising and implementing digital strategy and creating content to promote a DoD organization mission

4.3.2 Education: Master's Degree from an accredited college or university**4.4. Graphics (Secret Clearance), see paragraph 3.2 of this PWS.****4.4.1. Experience:** Five years or more of experience supporting a two-star level command or higher

- At least 10 years working with DoD CBRND organizations.
- Expertise in developing and producing DoD communication products such as logos, branding guides, web designs, and infographics.

- Expert level proficiency with Adobe Creative Suite, including Photoshop, Illustrator, InDesign, Captivate and PageMaker

4.4.2. **Education:** Bachelor's Degree in Graphic Design from an accredited college or university

4.5. Strategic Communication Lead (Secret Clearance), see paragraph 3.2 of this PWS.

4.5.1. **Experience:** 15 years or more of experience working the DoD CBRND organizations and at least 5 years supporting a 2-star level command.

- Documented senior executive service experience planning, implementing, and analyzing strategic communication and outreach activities for a DoD acquisition program.
- Numerous years of experience developing, managing, and facilitating outreach events such as conferences.

4.5.2. **Education:** Bachelor's Degree and PMP Certification from an accredited college or university

4.6. Program Analyst: (No Clearance Requirement), see paragraph 3.3 of this PWS

4.6.1. **Experience:** Two or more years of experience working with CBRN related programs.

- Direct experience executing a technological proposal assessment / competition, including spreadsheets, documentation development of reporting.
- Development and upkeep up of out-reporting, including translation of highly technical reports developed by technical performers into summary products with little oversight
- Experience working with SES-level staff.
- Ability to dialogue with technical personnel, and to summarize issues arising in discussions and reviews on technical projects.
- Experience setting up and managing conference calls and large meetings
- Experience assembling read-a-heads.
- Experienced working with the ARMY business (finance) practices and reporting.
- Ability to work quickly and independently with a high quality of work

4.6.2. **Education:** Bachelor's degree or greater from an accredited college or university

4.7. Subject Matter Expert (Secret Clearance), see paragraph 3.4 of this PWS

4.7.1. **Experience:** Ten years or more of experience with CBRN related programs.

- Direct experience providing subject matter expertise to the DBPAO and EB.
- Experience applying technical expertise to the development of communications products, such as program level briefs
- Experience with biological detection and the DBPAO assays.

4.7.2. **Education:** Ph.D. in the Biological Sciences

4.8. Quality Management Expert (Secret Clearance), see paragraph 3.4 of this PWS

4.8.1. **Experience:** Ten or more years of experience with CBRN related programs.

- Direct experience developing a quality management system for the DBPAO.
- American Society of Quality Certified Quality Auditor
- Certified Spark Power User 3.4

4.7.3. **Education:** MBA in Technology Management from an accredited college or university

4.9. CBRN/CWMD Subject Matter Expert (TS/SCI Clearance), see paragraph 3.5 of this PWS

4.9.1. **Experience:** More than 15 years working with CBRN and CWMD related programs at the General

Officer Level.

- Extensive experience with the military command structure on the Korean Peninsula, the threat and countermeasures in order to collect data as well as assess and afford insight of senior military and civil leaders.
- Detailed understanding and extensive experience with the Geographic Combatant Commands' (GCC) military command structure, the threat and countermeasures in order to collect data as well as assess and afford insight of senior military and civil leaders.
- Must be trained to conduct Operations and Strategic Planning via the Graduate Command and General officer Course
- Must have a minimum 18 months experience conducting planning in Korean International Organization for Standardization (ISO) named and numbered OPLANS and Theater Exercises.
- Previous Special technical Operations experience preferred

4.9.2 **Education:** Master's Degree Awarded from the School of Advanced Military Studies (SAMS) or equivalent

5.0 Government Furnished Property

5.1 The Government will make available the materials, office space, communications capability, to include a SIPR phone as appropriate, and information necessary to fulfill contract requirements based on the requirements of the individual tasks defined in this PWS. Upon issuance of a laptop to include any other equipment, the contractor shall provide the COR identified in paragraph 7.2 below with the following information:

- a. Item Description
- b. Make
- c. Model
- d. Serial Number
- e. Tag Number (if provided)

Contractor persons entrusted with Government property are responsible for its proper use, care, and physical protection, including:

- Use Government property for official business only
- Contact the appropriate authority if property is subjected to undue risk of loss, damage, destruction, theft, fraud, waste, abuse, and/or mismanagement
- Report theft, as well as lost, damaged, or destroyed property
- Report any misuse of Government property to appropriate investigative organizations through proper channels.

6.0 Quality Assurance

6.1 Quality Assurance will be measured utilizing the following five metrics and standards:

6.1.1 **Management Responsiveness:** The Contractors' effective and economical organization and implementation of all areas of effort including management and technical efforts required to meet PWS requirements. Particular considerations are: the establishment of internal mechanisms to assure proper supervision of work force (including subcontractor), access to and responsiveness of key personnel to Government needs or to a dynamic/urgent requirement, especially the communication, coordination and cooperation to dependably resolve problems that may arise in communication, planning, scheduling or other related areas; efficient completion of assigned tasks and overall effective use of available resources,

and quality of the business relationships with the Government organizations and with all of its subcontractors and vendors.

6.1.2.1 **Performance Standard** is 97% accuracy with few minor issues and no significant problems encountered.

6.1.3 **Technical Performance:** The Contractors' technical progress based on overall technical approach and rationale; thoroughness of approach; innovativeness and creativity in approach; and integration of technical efforts.

6.1.3.1 **Performance standard** is 99% accuracy with few minor issues and no significant problems encountered

6.1.4 **Work Product Quality/Accuracy:** The overall quality of the Contractors' deliverable work products; the extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and the appropriateness of the format and clarity of written products and presentations, considering the intended audience for the deliverable product.

6.1.4.1 **Performance standard** is 99% accuracy of tasks completed on time with zero changes required.

6.1.5 **Contract Management/Administration:** The Contractors' effective and economical organization and implementation of all areas of effort including management and technical efforts required to meet PWS requirements. Particularly to be considered are: the establishment of internal mechanisms to assure proper supervision of work force (including subcontractor), access to and responsiveness of key personnel to Government needs or to a dynamic/urgent requirement, especially the communication, coordination and cooperation to dependably resolve problems that may arise in communication, planning, scheduling or other related areas; efficient completion of assigned tasks and overall effective use of available resources, and quality of the business relationships with the Government organizations and with all of its subcontractors and vendors.

6.1.5.1 **Performance standard** is 98% accuracy of tasks completed on time with zero changes required.

6.1.6 **Reports:** Timeliness and quality of reports whether monthly, annual, or ad hoc. Reports submitted must be accurate, easily readable, and responsive to the needs of the Government client. Contractors are responsive to the Government's needs for ad hoc reporting and presentation materials. Reports allow Government to assess implications and trends for planning, policy development, and budget planning.

6.1.6.1 **Performance standard** is 99% accuracy of tasks completed on time with zero changes required.

6.1.7 **Surveillance:** Surveillance of Contractor performance is the method used by the Government to determine whether the Contractors are effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Contracting Officer's Representative (COR) plays a critical role in adequately evaluating Contractor performance. The following surveillance methods shall be used:

- a. Contractor quarterly reports;
- b. Random Data Validation. The COR will randomly validate performance standards data captured in the Contractors' quarterly reports;
- c. Customer Feedback: Customer feedback will be used to capture performance data information for some of the Performance Standards identified in the Quality Assurance Surveillance Plan (QASP);
- d. Complaints or Compliments. Complaints or compliments may be used as a basis for identifying noncompliance or exceptional performance against performance objectives or to substantiate the original findings.

- e. Direct Observation: Direct observation by the COR and JPEO senior level employees will provide direct and frequent observations. Observations will occur in the form of reviewing documents, presentations, and/or reports submitted by the contractor.

6.1.8 Unacceptable performance: When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file. When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor. A CDR template is provided in Technical Exhibit 2.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

CDRs may become a part of the supporting documentation for contract payment deductions or other actions deemed necessary by the KO.

7.0. Invoice Clause

The following clauses are incorporated into the task or contract. **A monthly status report shall accompany each invoice submitted in ITSS.**

Clause #1 – Invoices

The Period of Performance (POP) for each invoice shall be for one calendar month. The contractor shall submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

1. The end of the invoiced month (for services) or
2. The end of the month in which the products (commodities) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Cost Type, Labor Hour and Time and Material orders/contracts each invoice shall show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Cost Type, Labor Hour and Time and Material orders/contracts each invoice *shall clearly indicate* both the current invoice's monthly "burn rate" for hours and dollars. Total average monthly "burn rate" may be provided in the Monthly Status Report that accompanies the invoice. The invoice shall also include running totals for both hours and dollars.

The contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.

Note: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

Note: For Firm Fixed Price, Labor Hour, and Time and Material fiscal task items:

Charges:

- All invoice charges must be task item specific (only one task item) unless concurrent task item periods of performance exist.
- For invoices with concurrent task item periods of performance all invoice charges must be service month specific (that is one service month only).

Credits:

- If the credit invoice is for the same year of a particular ACT#, the contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance **SHALL NOT** be accepted. Instead a refund check must be submitted by the contractor to GSA accordingly. The refund check shall cite the ACT Number, task item, and the period to which the credit pertains. The contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in ITSS or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration
P.O. Box 6200-29
Portland, OR 97228-6200

Posting Acceptance Documents: Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS, to allow the client and GSA COTR to electronically accept and certify services received by the customer representative (CR). Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

Receiving Agency's Acceptance: The receiving agency has the following option in accepting and certifying services:

- a. Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.

Content of Invoice: The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

1. GSA Task Order Number
2. Task Order ACT Number
3. Remittance Address
4. Period of Performance for Billing Period
5. Point of Contact and Phone Number
6. Invoice Amount
7. Skill Level Name and Associated Skill Level Number
8. Actual Hours Worked During the Billing Period
9. Travel Itemized by Individual and Trip (if applicable)
10. Training Itemized by Individual and Purpose (if applicable)
11. Support Items Itemized by Specific Item and Amount (if applicable)

Final Invoice: Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

The Government reserves the right to modify invoicing requirements at its discretion. The Contractor shall comply with any revised invoicing requirements at no additional cost to the Government

Close-out Procedures

General: The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

Acceptable Skill Level Variation in Severable Labor Hour and Time and Material Orders/Contracts (July/2005)

The contractor may exceed the total number of *labor* hours per *awarded* skill level per base or option period, to a limit of 15% as long as the total task order *obligated* dollar amount per that base or option period is not exceeded, and as long as the contractor maintains an acceptable level of effort throughout the required period of performance.

The contractor is not authorized to add new skill level categories or vary between levels within the same labor category without approval of the Government, formalized in a signed modification by the contracting officer.

7. Government Roles and Responsibilities:

The following personnel shall oversee and coordinate surveillance activities:

- a. Contracting Officer (KO) - The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned KO: Melissa DiTomaso
 Organization or Agency: GSA Mid-Atlantic Region (R3) Federal Acquisition Services, Assisted Acquisition Services (FAS AAS)
 Telephone: 215-829-2850
 Email: Melissa.ditomaso@gsa.gov

Assigned Contract Specialist: James Kaiser
 Organization or Agency: GSA Mid-Atlantic Region (R3) Federal Acquisition Services,
 Telephone: 215-446-4746
 Email: james.kaiser@gsa.gov

Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the KO, the COR shall provide documentation to the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The contractor shall refer any changes they deem may affect contract price, terms, or conditions to the KO for action.

JPEO CBRND COR: Keyonna Hogan
 Telephone: 410-417-3652
 Email: keyonna.l.hogan.civ@mail.mil

GSA Project Manager: Roger Willis
 Organization or Agency: GSA Mid-Atlantic Region (R3) Federal Acquisition Services, Assisted Acquisition Services (FAS AAS)
 Telephone: 215-446-4813
 Email: roger.willis@gsa.gov

Contractor Representatives:
 The following employees of the contractor serve as the contractor's Program Manager for this contract.
 Program Manager –
 Telephone: , Email:

8.0. Clauses

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 2015)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include

all U.S. citizen n and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Pre-deployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations
at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During pre-deployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Pre-deployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

**STATUS OF FORCES AGREEMENT (SOFA) STATUS OF THEATER BUSINESS
CLEARANCE**

The contractor shall comply with Host Nation and US Government requirements to obtain SOFA Status, Technical Expert (TE) or Analytical Support (AS) Accreditation, or Theater Business Clearance (TBC) for all contractors assigned OCONUS in accordance with US Forces Korea (USFK) Regulation 700-19, Army in Europe (AER 715-9), or U.S Central Command Contracting Command Guidance. The host nation government makes the final determination for approval. Generally speaking, qualifications are U.S. citizenship and varying amounts of technical expertise. Extension of DoD-provided benefits and privileges is dependent upon SOFA status determination. Benefits and privileges include reimbursable health care, commissary, exchange, and limited access to furnishings and appliances if these are available through the local installation. The Government will facilitate the SOFA process to request SOFA status accreditation as Technical Expert (TE) or Analytical Support (AS) contractors. TE/AS status is determined by the Host Nation Government. If non-TE/AS personnel are hired, they must be US citizens and the contractor is responsible for obtaining any required work or residence permits required by the Host Nation.

ROK SOFA Contract Clause**INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS
UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

-
- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.
- (o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.
- (p) Evacuation.
- (1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) Non-combatant Evacuation Operations (NEO).
- (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
- (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
- (q) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
- (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
- (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

Technical Exhibit 1

Deliverable Schedule

The Contractor shall submit all required reports and deliverables in accordance with the following schedule and elsewhere in the PWS. Reports and/or deliverables submitted under this contract shall be in accordance with the Performance Work Statement entitled, “JPEO-CBRND Professional Service Support (P2)”

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1. Reports IAW PWS para. 3.1.5.1; 3.3.5.1, 3.4.5.1; 3.5.5.1, 3.5.5.2	25th calendar day of each month	1 Softcopy	In MS Word,	See PWS para. . 3.1.5.1; 3.3.5.1, 3.4.5.1; 3.5.5.1, 3.5.5.2
2. iWATCH Training Results IAW para. 2.5.2	45 Days after Task Order award	0	Results reported via e-mail	COR
3. Operational Security Training IAW para. 2.5.3	New Contractor employees must complete Level I OPSEC training within thirty (30) calendar days of reporting for duty.	1 Softcopy	Training Certificate	COR
4. Information Assurance/information Technology Training IAW PWS para. 2.5.4	Within six (6) months of employment	1 Softcopy	Training Certificate	COR
5. Travel Trip Report IAW PWS para. 2.6.1.	At the completion of each travel	1 Softcopy	MS Word or Excel	COR

Technical Exhibit 2**Contract Discrepancy Report (CDR)**

1. Contract Number: <insert number>
2. TO: (Contractor) <insert name>
3. FROM: (Name of COR) <insert name>

4. Date and time observed discrepancy:

5. DISCREPANCY OR PROBLEM:

<Describe in detail. Identify any attachments.>

5. Corrective action plan:

A written corrective action plan < is / is not > required.

< If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than < # days after receipt of this CDR. >

Prepared by: <Enter COR's name>

Signature – Contracting Officer's Representative

Date

Received by:

Signature – Contractor

Date

APPENDIX A

DD Form 254

APPENDIX B:

Definitions and Acronyms:

Definitions:

CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PLAN OF ACTION AND MILESTONES. A plan that describes specific measures to be taken to for critical actions requiring teamwork, back planning, and follow-up.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

Acronyms:

ACOR	Alternate Contracting Officer's Representative
ADHS	Arizona Department of Health Services
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
ATCTS	Army Training Certification Tracking System
ATO	Anti-Terrorism Officer
AWG	Assess Working Group
CACS	Common Access Cards
CASS	Community of American Senior Scientists
CBD	Chemical and Biological Defense
CBDP	Chemical and Biological Defense Programs
CBR MOU	Chemical, Biological, and Radiological Defense Memorandum of Understanding
CBRN	Chemical Biological, Radiological, Nuclear
COA	Course of Action
COCOMS	Combatant Commands
COI	Community of Interest
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
CSAC	Chemical Security and Analysis Center
CWMD	Chemical Weapons of Mass Destruction
DA	Department of the Army
DATSD-CBD	Deputy Assistant Secretary of Defense for Chemical and Biological Defense
DD250	Department of Defense Form 250 (Receiving Report)

DD254	Department of Defense Contract Security Requirement List
DHS	Department of Homeland Security
DJPEO	Deputy Joint Program Executive Officer
DOD	Department of Defense
DoDD	Department of Defense Directive
DTRA	Defense Threat Reduction Agency
ESOH	Environmental, Safety, and Occupational Health
FBI	Federal Bureau of Investigation
FAR	Federal Acquisition Regulation
FPCON	Force Protection Condition
GO/FO	General Officer/Flag Officer
G&A	General and Administrative
HCMD	Human Capital Management Directorate
HTM	highly toxic material
HSPD	Homeland Security Presidential Directive
IA	Information Assurance
IC	Intelligence Community
IT	Information Technology
JCIDS	Joint Capabilities Integration Development System
JIC	Joint Integrating Concept
JPEO-CBD	Joint Program Executive Officer for Chemical Biological Defense
JPM	Joint Project Manager
JPM-CA	Joint Project Manager-Contamination Avoidance
JRO	Joint Requirements Office
JSTO	Joint Science and Technology Office
JTR	Joint Travel Regulations

JUONS	Joint Urgent Needs Operational Needs Statement
JWICS	Joint Worldwide Intelligence Communication System
KO	Contracting Officer
MDA	Milestone Decision Authority
NACI	National Agency Check with Inquires
NGB	National Guard Bureau
NGIC	National Ground Intelligence Center
NTA	non-traditional agent
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OGAs	other government agencies
OHA	Office of Health Affairs
OSHA	Occupational Safety and Health Act
OSD	Office of Secretary of Defense
PAIO	Plans, Analysis and Integration Office
PIV	Personal Identification Verification
PJFC	Protection Joint Functional Concept
POC	Point of Contact
POM	Program Objective Memorandum
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control

QCP	Quality Control Program
RDA	Research Development and Acquisition
R&T	Research and Technology
SCI	Sensitive Compartmented Information
SIPR	Secret Internet Protocol Router Network
SME	Subject Matter Expert
SOCOM	Special Operations Command
SOFA	Status of Forces Agreement
S&T	Science and Technology
T&E	Technology and Evaluation
VPP	Voluntary Protection Program
WMD	Weapons of Mass Destruction

Attachment C: BACO90 Form

Agentur für Arbeit Stuttgart
 Werkvertragsverfahren
 Nordbahnhofstr. 30-34
 70191 Stuttgart
 Email: Stuttgart.009-OS@arbeitsagentur.de
 Fax-Nr. 0711/920-3234



Bundesagentur für Arbeit
 Agentur für Arbeit Stuttgart

INSTRUCTIONS FOR USE OF "BACO-90" (formerly known as "FAX-BACK")

The term "BACO-90" is a short-hand way of referring to the "Request for Confirmation of Exemption from the Requirement to Obtain a Work Permit" in Germany from the Bundesagentur für Arbeit (BA) in Stuttgart.

- a. What "BACO-90" does: Allows the contractor employee to work in a temporary duty (TDY) status for periods not to exceed 90 days in any 12-month period starting with the first day of entry into Germany/Schengen Zone and ending with the date of exit. Once 90 days are exhausted, the contractor employee has to exit the Schengen Zone!
- b. What "BACO-90" does not do: Does not authorize logistical support nor NATO SOFA privileges (e.g., PX, commissary, fuel rations, etc.).
- c. Process: A "BACO-90" is initiated by the contractor (the company, usually HR), scanned and emailed to the Bundesagentur für Arbeit (BA) in Stuttgart. Fax submission only as a last resort!

Email address: Stuttgart.009-OS@arbeitsagentur.de

The BA signs and stamps the form with the German eagle, and emails it back to the originator/requestor. The contractor employee should retain the signed form. The BACO-90 confirmation is required before the contractor employee starts to work in Germany!



Please note that due to the European General Data Protection Regulation (EU-GDPR) and Germany's Federal Data Protection Act (BDSG), the BA is NOT authorized to exchange personal data in UNENCRYPTED emails! If you have not yet registered and provided your e-mail encryption certificate through a link provided by the BA, please contact the BA (e-mail recommended) and you will receive an invitation with further information.

- (1) It will take up to **10 German working days for the BA** to process the form.
- (2) The BA will not approve a "BACO-90" with a work start date earlier than the date of approval.
- (3) Do not use to support EU citizens, U.S. government civilian employees on TDY, military members or dependents with NATO SOFA status already in Germany.
- (4) "Place of Work (in Germany)": List city/area and name of military installation (US base, military unit or Kaserne) to be visited.
- (5) Formatting Notes:
 - (a) Use the European date format (*dd/mm/yy*)
 - (b) "Place and Date/Ort und Datum" refers to *where* and *when* the requestor

(company representative/contractor) signed the form (signatures in Germany typically require place and date to be specified).

d. Important notes for time periods requested on the “BACO-90” form:

- (1) Fill out the form for the minimum time needed for TDY in Germany. It is easier for the BA to approve a new “BACO-90” then try to amend a previous one. If more time is needed, fill out subsequent forms as required for the TDY.
- (2) To repeat: Total time under “BACO-90” **cannot exceed 90 days in any 12-month period.**
- (3) For a subsequent “BACO-90”, the company should reference the predecessor “BACO-90” and explain the reason for the update/change.
- (4) If a correction of an approved “BACO-90” is required, the new request needs to contain a copy of the passport pages reflecting the duration of stay in Germany, and an explanation of the reason for the update/change.

e. Find the form on the DOCPER website at <http://www.eur.army.mil/Contractor/>. Then download “BACO-90 form for Germany”, save as PDF (it’s fillable).

DOCPER does not administer the “BACO-90” process, but can answer questions.

Write to: usarmy.wiesbaden.usareur.mbx.odcs-g1-docper-baco-90@mail.mil

Antrag auf Bestätigung einer aufenthalts genehmigungsfreien Tätigkeit
Request for Confirmation of Exemption from the Requirement to Obtain a Work Permit

Please note: Approval does NOT confer status under NATO Status of Forces Agreement (NATO SOFA) or any associated privileges

Last Name/Nachname			
First Name/Vorname			
Date and Place of Birth/Geburtsdatum/-ort	(dd/mm/yy)		
Nationality/Nationalität			
Passport Number/Paßnummer			
Contract Number/Vertragsnummer			
Company Name/Name des Unternehmens			
Place of Work (US-Installation in Germany)/Ort der Beschäftigung			
Description of Work (in Germany)/Art der Beschäftigung (<i>If appropriate, see further explanation on attached sheet/ ggfs. weitere Beschreibung auf Beiblatt</i>)			
Dates of Work (in Germany)/Zeiten der Tätigkeit	From/von (dd/mm/yy)		Until/bis (dd/mm/yy)
Fax-Number of Company/Fax-Nr. des Unternehmens			
Place and Date/Ort und Datum			
Name of Company Representative/Name des Bevollmächtigten des Unternehmens			
I registered with the following email address for the encrypted transmission of data to the Bundesagentur für Arbeit (BA)			
I declare that I agree with an unencrypted transmission of data	<input type="checkbox"/> yes <input type="checkbox"/> no		
Signature of Company Representative/Unterschrift des Bevollmächtigten des Unternehmens			
<u>Bestätigung</u>			
Nach Prüfung des vorstehenden Antrages wird bestätigt, dass die Tätigkeit des/der o.g. Beschäftigten des o.g. Unternehmens für den genannten Zeitraum eine zustimmungsfreie Beschäftigung in Anlehnung an § 3 (leitende Angestellte mit Generalvollmacht, Prokura usw.) oder nach § 19(1) Beschäftigungsverordnung darstellt. Tätigkeiten, die bis zu 90 Tage innerhalb eines Zeitraumes von 12 Monaten in Deutschland ausgeübt werden, sind nach § 30 der Beschäftigungsverordnung von der Erfordernis einer			

Aufenthaltserlaubnis befreit.		
Agentur für Arbeit Stuttgart Nordbahnhofstr. 30-34 70191 Stuttgart	Stuttgart, den <i>Datum</i>	 <i>Siegel und Unterschrift</i>